

Iowa Judicial Branch (IJB)
RFP for Court Debt Collection Services Provided by Law Firms
RFP No. 2010-100

Questions/Suggestions Received by 4:30 p.m., May 18, 2010, and IJB Responses

June 8, 2010

[Questions are grouped by law firm/company name in alphabetical order]

CBE Group – Waterloo, IA

1. *(This is a summary of the key CBE Group's questions.)* How can the IJB justify limiting the RFP to law firms? There is nothing in the Code or SF2383 that imposes this limitation, so the legislature clearly intended that the IJB open this RFP to all companies that do debt collection.

Response: There is nothing in the legislation that requires the IJB to open the RFP process to all private debt collection companies. The IJB has considered the advantages and disadvantages of various approaches and has decided to limit the RFP to law firms.

2. Why limit the RFP to law firms that are licensed to collect debt in all 50 states?

Response: RFP Section 4.2.4 provides that the "Law Firm must be qualified to provide debt collection services in all 50 states." [Emphasis added.] Section 4.2.4 does not require a law firm to have a member of the law firm who is licensed to practice law in every state. A law firm can subcontract debt collection work to individuals or entities that are licensed or authorized to collect debt in all 50 states. These individuals or entities may or may not be attorneys or law firms. However, the successful law firm's Iowa-licensed attorneys must oversee and be responsible for the debt collection activities of any subcontractor(s).

Gomez, May, Schutte, Yeggy, Bieber, & Wells Law Firm – Davenport, IA

3. It is our suggestion that the awarded contracts be given out per designated judicial district.

Response: We will not adopt this suggestion. Many debtors owe money in multiple counties; some owe money in multiple districts. This suggestion would greatly increase the number of debtors who would have multiple debt collectors pursuing them. It would also greatly complicate state court administration's management of debt collection.

4. Attachment 4, page 48 : Please detail what type recovery efforts have taken place on Iowa's Delinquent Court Debt listed in this chart.

Response: The following are the key steps or methods used to collect court and other state debt in Iowa:

- ***Debt is currently sent to the Centralized Collections Unit (CCU) in the Dept of Revenue after debt is delinquent for 30 days; CCU is authorized to add a 10 percent collection fee. Beginning July 1, 2010, CCU will collect delinquent court debt that is up to one year old in counties where the county attorney is not collecting court debt. (See Table 1 at the end of this document.) The debt will then be assigned to the successful law firm.***
- ***Income tax offset: If a debtor files an income tax return and would receive a tax refund, the state deducts the amount of delinquent court or other state debt owed – or the entire refund if the filer owes that amount or more.***
- ***Vendor offset: If a vendor owes court or other state debt, the state deducts the amount of state debt owed from the amount paid to the vendor.***
- ***License plate tag renewal: County treasurers decline to issue annual license plate tags if the license plate owner owes court or other state debt; the debt must be paid – or a debt payment plan must be approved by the county attorney or the CCU -- before the tags will be issued.***
- ***Driver license renewal: The Department of Transportation will deny the renewal of a driver's license if a driver has delinquent court or other state debt; the debt must be paid – or a debt payment plan must be approved by the county attorney or the CCU -- before the driver's license will be issued.***
- ***Professional licenses: Executive branch agencies decline to issue or renew professional licenses if the professional has delinquent court or other state debt***
- ***Lottery winners: If someone wins a lottery prize, the lottery program deducts the amount owed for delinquent court debt.***
- ***County incentive to collect delinquent court debt: If a county attorney collects delinquent court debt (where the county attorney has filed an annual notice of full commitment to collect court debt), 40 percent of the amount collected goes to the county. Currently, county attorneys in 47 of Iowa's 99 counties have filed such a notice.***

5. How many contracts is the Justice Branch going to award?

Response: This has not been decided. To reduce the complexity of managing this new debt collection strategy, we are inclined to award just one contract -- though we might consider two contracts depending on the nature of the proposals.

6. Please clarify the meaning of the statement in Section 11.1 page 36: "All staff provided by Law Firm under this contract will be under Law Firm's direct control and supervision even when its staff is performing work under this contract."

Response: It means the law firm is responsible for all debt collection work performed under the contract, including work done by its non-lawyer staff.

7. If a debtor is found outside the state of IA can the Law Firm "subcontract" with an attorney in the state where the debtor is located to perform litigation services?

Response: Yes, but the successful law firm's Iowa-licensed attorneys must oversee and be responsible for the debt collection activities of any subcontractor(s).

8. Can the Law Firm "subcontract" with an IA law firm to perform litigation services in the state of IA?

Response: Yes. See the response to the previous question.

Linebarger, Goggan, Blair, and Sampson Law Firm -- Austin, TX

9. RFP page 8, section 2.8: Regarding the email submission of the proposal: Is there a capacity limitation of the Judicial Branch email system that may limit (or block) an email document of a particular size? (Example: some email systems will not allow acceptance of a document larger than 5MB to be received). If a limitation is in place and the proposal document exceeds the given limitation, will it be acceptable to send the proposal in sections via multiple emails?

Response: The IJB's email system can accept an email attachment with a maximum size of 20 megabytes. In the unlikely event that a proposal exceeds this limit, the submitter may email the proposal in multiple sections. The file names should clearly indicate the parts (e.g., xxxx-1 of 3.pdf, xxxx-2 of 3.pdf, etc.).

10. RFP page 8, section 2.8: Regarding the email submission of the proposal: Will the Judicial Branch provide an acknowledgement/receipt email confirming receipt of proposal documents submitted? If not, how can submitters be certain the proposal documents were received prior to the deadline date and time?

Response: Yes. Submitters will receive an emailed acknowledgement that the proposal has been received. Submitters should also set up their email options to include an

automatic “return receipt” – so you will receive an automatic confirmation when your email is opened by the designated IJB staff.

Litlow and Pech Law Firm (Cedar Rapids)

11. What efforts if any were made to collect the debt in question?

Response: See response to question 4.

12. If efforts were made, please advise who made the efforts, what specific efforts were made and the results.

Response: We do not have specific data on the number or percentage of delinquent debt cases that have resulted in payments due to the specific collection strategies identified in the response to question 4.

13. In those counties that use the county attorney, can you advise their collection rates at year 1, 2 and 3 and the rates by type of debt and age?

Response: We do not have specific data on the collection rates for each of the past three years in each county where county attorneys have been collecting court debt.

14. What reporting is expected from the law firm and how often?

Response: The RFP section 4.3.1.9 requires law firms to propose what types of reports and how often they will provide reports to the IJB.

15. How often will you report payments?

Response: This is negotiable.

16. Having payments posted directly to the state as opposed to the law firm is not customary. We are concerned about follow up with the debtors after promises are made and the time it will take to report payments back to the firm. Allowing the firm to accept payments will enhance collections as most firms have many ways to accept payments. We should also expect direct payments despite efforts to direct payments to the state. We request the RFP be modified so counsel is required to post the funds collected to an IOLTA trust account and then counsel remits to the state on an agreed basis.

Response: To maintain simplicity in this process, we will not adopt this suggestion.

17. Can we charge a fee for credit card payments equal to or less than the fee charged us by the credit card company?

Response: The law firm cannot add any fees to the assigned court debt, which will include the agreed upon debt collection fee of up to 25 percent. Also see section 1.3.4 of the RFP.

18. Can the proposal specify a commission rate for each type of debt?

Response: No. We want a single debt collection fee in the form of a percentage of the delinquent court debt collected.

19. Will the costs of collections (court costs to execute on the adjudicated debt) be reimbursed by the state? If so, does the state expect monthly reimbursement requests?

Response: No. The law firm's costs must be covered by the debt collection fees earned by the law firm.

20. Is all of the debt adjudicated debt (reduced to judgment)? It would appear so. If not, by category which debt has not been reduced to judgment?

Response: Yes. All debtors have had a judgment entered that imposes the debt obligation.

Net Gain Marketing – Collingswood, NJ

21. What is the benefit to the Judicial Branch of only hiring 1 firm for this contract, given that other contracts like it around the country feature multiple vendors, which enables competition that improves results and decreases costs for entities like the Judicial Branch?

Response: First, see the answer to question 5 (above). Second, given the competitive nature of the RFP process, we find no reason to believe our approach will increase costs to the IJB.

22. What is the benefit to the Judicial Branch of hiring only a law firm, given that this eliminates from consideration dozens of otherwise qualified companies around the country, including some in Iowa, given that this will increase costs for defendants and the Judicial Branch?

Response: See response to question 1 (above).

23. What is the total number of accounts available for placement now by category, including any backlog?

Response: The IJB does not have this information at this time.

24. What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?

Response: The IJB does not have this information at this time.

25. What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?

Response: The IJB does not have a basis for making such an estimate.

26. What liquidation rate is anticipated or expected as a result of this procurement?

Response: The IJB does not have a basis for making such an estimate.

27. What is the definition of a "confidential case" as the term is used in section 1.2.1?

Response: A confidential case is any case for which the court is required by the Iowa Code or by court order to exclude it from public access. There are likely to be very few such cases that involve delinquent court debt. As indicated in the RFP (1.2.1), the IJB will not assign these cases to the successful law firm.

28. RFP section Evaluation Criteria, Page 28 of 48 states that COST will be evaluated and weighted as 20% of the evaluation scoring. Because Iowa Code 602.8107 currently sets the collection fee at an amount "equal to 25%", how will scoring be considered in the evaluation process?

Response: According to Iowa Code section 602.8107(5), as amended by the Iowa Legislature in its most recent session (see SF2383, section 21 – referred to in sections 1.3.2 and 1.3.5 of the RFP), the IJB shall include in the debt collection contract a fee of "up to" 25 percent of the delinquent court debt.

29. Is a proposer legally able to bid an amount other than the current statutory rate "equal to 25%"? If yes, please provide legal authority authorizing this non-statutory collection fee amount.

Response: See response to previous question.

Sumo Group – Des Moines, IA

30. The definition of "Responsible Law Firm" includes the term "Law Firm" on page 2, Section 1.2.4. Does the RFP use the same definition of "Law Firm" as the Iowa Rules of Professional Conduct Rule 32:1.0(c) to include the legal department of a corporation?

Response: For purposes of this RFP the definition of "law firm" does not include the legal department of a corporation.

31. If the RFP uses a different definition of "Law Firm", can the successful bidder subcontract, delegate or assign a portion of its duties, as provided on page 44, Section 20.3, with the legal department of a corporation with approval from the Judicial Branch, or can a law firm bid jointly with the legal department of a corporation?

Response: A law firm bidder may subcontract with a private debt collection company

to perform some duties under the contract only if the law firm's attorneys supervise the staff of the subcontractor, consistent with RFP section 4.2.2.

32. How many total cases, or total number of obligors, are anticipated to be assigned under this RFP?

Response: The IJB does not have this information at this time.

33. What is the average dollar amount of cases, or the average obligor debt, anticipated to be assigned under this RFP?

Response: The IJB does not have this information at this time.

34. What is the median dollar amount case, or median amount owed by an obligor, anticipated to be assigned under this RFP?

Response: The IJB does not have this information at this time.

35. What percentage of this assigned debt is from obligors who are in prison, on probation, or deceased (Attachment 4 -Page 48)?

Response: We do not have statistics to specifically answer this question, but expect the percentages of obligors who are in prison, on probation, or deceased to be similar to the figures shown in Attachment 4, page 48 of the RFP.

36. Can you please list the 52 counties that are part of this RFP, or display on a map?

Response: See the list of counties in Table 1 -- at the end of this document.

37. What percentage of the assigned debt is in each of the participating counties?

Response: The IJB does not have this information at this time.

38. Please provide a county-by-county distribution of the debt amount and number of cases, or number of obligors.

Response: The IJB does not have this information at this time.

39. How does this contract relate to the recently enacted State Public Debt Collector, i.e. does that office attempt to collect these debts also, and if so, do they collect before or after the cases are assigned by the Judicial Branch to the law firm?

Response: The State Debt Coordinator (SDC) will have authority to settle debt that is more than four years old and owed by a person who is within 200 percent of the national poverty level. The SDC may settle these debts for half the amount owed. (See

SF2383, section 11, regarding the “debt settlement program.”) The successful law firm will receive the agreed upon percentage of any amount of assigned debt that is collected through this debt settlement program. For example, under the debt settlement program, if a qualified debtor owes \$1000 in court debt (including the collection fee) and the SDC agrees to settle that debt if the debtor pays half of the total debt owed (\$500), the law firm will receive the agreed upon percentage of the \$500 actually paid.

40. Are there any enforcement mechanisms that are part of or allowed under this RFP, e.g. liens, levies, garnishments, wage assignments, or requiring payment prior to renewing vehicle registrations?

Response: The successful law firm can employ any debt collection mechanism allowed under Iowa law. For example, see Iowa Code section 909.6 and the answer to question 4, above.

41. If an obligor disputes a debt, what forum and procedure is used?

Response: There is no specific forum or procedure for challenging the legitimacy of a judgment establishing a liability to pay court debt. Such challenges will be handled on a case-by-case basis.

42. Are these debts currently collected, and if so, by whom?

Response: See response to question 4 (above).

43. Who makes the determination that a debt is uncollectible, so that the file can be closed from the system? (Example: An obligor who has been dead for more than eight years and had no assets at the time of his or her death).

Response: Court debt is almost never “written off.” Iowa Code section 602.8107(6) authorizes court debt to be written off 65 years after the date of imposition. Our automated case records are approximately 20 years old, so the IJB will not be assigning any cases with debt that qualifies to be written off for the foreseeable future.

44. Is accrued interest or a penalty fee applied to any or all of the assigned debt?

Response: No. The agreed upon collection fee/percentage is the “penalty fee.”

Wandro, Baer, and McCarthy Law Firm -- Des Moines, IA

45. According to SF2383 the state debt coordinator, or his designee, may settle delinquent court debt for up to fifty percent of the amount owed. Will the collection agency be allowed to settle debts for less than the amount owed assuming the debt and debtor meet all of the requirements?

Response: "Under SF2383, section 12, the State Debt Coordinator (SDC) may appoint two

types of designees to settle court debt under the Debt Settlement Program: (1) a county attorney who qualifies to collect court debt and (2) the centralized collections unit (CCU) of the Dept of Revenue in counties where the county attorney does not qualify to collect court debt. A private debt collection entity is not identified as a qualified designee to settle court debt for less than the full amount owed."

46. What is the average receivable balance or how many individual debtors are included in the \$129 million?

Response: The IJB does not have this information at this time. We track "cases" and many debtors owe debt under multiple cases.

47. Does the state accounting system have the capability to track payment plans, including terms, accrued interest and next payment due? If not, and assuming we do, how will this information be tracked after contract completion?

Response: The IJB does not track individual payment plans. A single debtor could have multiple payment plans (in different counties). However, the IJB has been working with county treasurers, department of revenue, and department of transportation on these issues for several years and has mechanisms and policies in place to deal with existing payment plans established by county attorneys or by the courts. Interest does not accrue on delinquent court debt.

48. Are debtors assessed the 25% fee if they pay in advance through other means. (i.e. when they discover they are unable to renew their driver's license), but after they have been assigned to the collection agency?

Response: First, see the response to question 28 regarding the 25 percent fee. Second, when debt is assigned to the collection law firm the agreed upon collection fee will be added to the amount owed by the debtor. The total amount – including the collection fee -- will be due regardless of what causes the debtor to pay the amount owed. The collection law firm will receive the agreed upon collection fee for all assigned debt that is collected.

49. How often will the state provide updates to our system?

Response: This is negotiable.

50. Does the Judicial Branch have any specific collection procedures/strategies that must, or must not, be performed?

Response: No, but all debt collection procedures and practices must strictly comply with the Fair Debt Collection Practices Act and all other applicable laws.

51. How will the Debt Settlement Program and the Debt Amnesty Program affect the debt pool and collections? (Sec. 1.3.2)

Response: First, the IJB anticipates that its I.T. division will have to complete a significant programming and testing effort before the initial transfer of debt-related data to the successful law firm. This will take four to five months after a contract is entered with the successful law firm, which should be by October 2010. Therefore, the first transfer of data is likely to occur no sooner than February 2011. The Debt Amnesty Program will operate between September 1 and November 30, 2009 (see SF2383, section 23), so it will have no impact on the collection of assigned court debt by the successful law firm.

Second, see the answer to question 39 (above) regarding the Debt Settlement Program.

52. What is the current collection rate for each of the time frames identified in Attachment 4 of the RFP?

Response: The IJB does not have this information at this time.

53. What is the current collection rate for each of the categories identified in Attachment 4?

Response: The IJB does not have this information at this time.

54. What are the current collection practices and/or sanctions, if any, for this uncollected debt?

Response: See response to question 4 regarding current debt collection strategies. The debt collection fee and denial of license, vehicle registration tags, etc. are the penalties.

55. How many notices are required, if any, to the debtor?

Response: The RFP does not require any specific number of notices.

56. Is the 25% added to the amount due prior to assignment?

Response: See answer to question 28 (above). The agreed upon fee is added to the amount owed upon assignment of the debt to the debt collection law firm.

57. How do you envision the relationship, if any, between the debt collector and the Department of Transportation regarding the related license suspension issues and payment plans?

Response: Because payments will typically be made to the clerk of district court, there is unlikely to be any direct relationship between the successful law firm (debt collector) and the DOT.

58. How will payment updates be reported to the Iowa Court since the monies are deposited into their accounts?

Response: Since payments will be made to the IJB, not to the law firm, the IJB will provide payment updates to the law firm. The frequency of those reports is negotiable.

59. What is the hierarchy for partial payments? Does the contractor receive 25% of the partial payment for example?

Response: See the answer to question 28. The agreed upon fee is added to the amount owed upon assignment of the debt to the debt collection law firm. Iowa Code sections 602.8107(2)(b) and (c) identify the order in which debts are to be paid down. The debt collection law firm would receive the agreed upon percentage of each partial payment.

60. Will collections be interrupted if the defendant appears in front of a judge separately and requests a payment plan, in a neighboring county that allows such, after the debt has been assigned for collection?

Response: Debt collection should not be interrupted by this scenario. However, if a judge does establish a payment plan for a debt after the debt has been assigned to the debt collection law firm, the law firm will receive the agreed upon percentage fee for each payment made by a debtor under that plan.

Willson and Pechacek Law Firm -- Council Bluffs, IA/Omaha, NE

61. On page 4, Section 1.3.6 provides that the Judicial Branch may assess the Law Firm an initial fee for entering into the contract and that the Law Firm may propose payment of an initial fee. What, if any, amount would the Judicial Branch consider assessing the Law Firm for entering into the contract?

Response: The IJB will not assess an initial fee. As the RFP states, however, a law firm may offer to pay an initial fee as part of its proposal.

62. On page 18, Section 3.2.3.1 provides that the Law Firm must provide information on whether it has had a contract for goods or services terminated for any reason? How broad is this provision? For example, does it include every time in the past five years a client has terminated an attorney from providing legal services? Does it include those instances where the attorney has terminated a contract?

Response: A law firm must report any debt collection services contract(s) terminated by the party or parties for whom the law firm had a contract to collect debt.

63. On page 18, Section 3.2.3.2 provides that the Law Firm must provide information describing any damages or penalties or dispute resolution settlements entered into by the Law Firm.

How broad is this provision? Does it include only damages, penalties, and settlements where the Law Firm (or one of its attorneys) was a named and/or signing party?

Response: A law firm's response must include any damages, penalties, and settlements where the Law Firm or one of its attorneys was a named and/or signing party.

64. On page 21, Section 3.2.8 provides that the Proposal is predicated on acceptance of all contractual terms and conditions stated in § 6 of the RFP. On page 29, Section 6 provides instructions stating that "The Judicial Branch reserves the right to award a contract or contracts without further negotiation with the successful Law Firm or to negotiate contract terms with the successful Law Firm if the best interests of the State would be served." By submitting a Proposal, if a Law Firm is selected, has it automatically accepted all of these terms? Or, could the chosen Law Firm later negotiate terms and accept the Judicial Branch's offer to enter into the contract? For example, what if after submitting its Proposal, a Law Firm determines that it may not want to enter into a contract with the State; if it is then selected, has the Law Firm entered into the contract already?

Response: No contract exists until the Judicial Branch and the successful Law Firm sign a contract. As section 2.25 says, "No Law Firm will acquire any legal or equitable rights regarding the contract being negotiated until the contract has been fully executed by the successful Law Firm and the Judicial Branch."

The IJB anticipates negotiating a contract with the successful Law Firm using the Contract Debt Collection Contract (Attachment 3) as the starting point. Section 6 of the RFP, however, imposes limits on the extent of contract negotiations:

By submitting a Proposal, a Law Firm acknowledges that it accepts the RFP's specifications and Attachment 3 except as expressly stated in its Proposal. If a Law Firm takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific contract language it proposes to include in place of the provision.

The IJB expects the successful Law Firm to negotiate in good faith; however, either party may terminate contract negotiations until the parties sign a contract.

65. On page 24, Section 4.2.4 provides that the "Law Firm must be qualified to provide debt collection services in all 50 states." How broad is this provision? Does it require a Law Firm to have at least one individual licensed to practice law in every state?

Response: No. Section 4.2.4 does not require a law firm to have at least one person licensed to practice law in every state. See the response to question 2 (above).

66. On page 24, Section 4.3 provides in its instructions that "All items listed below are mandatory Scored Technical Requirements. All requirements must be met..." However, within Section 4.3.1, subsections .6, .8, and .9 provide that a Proposal, "should describe ...", "should explain ... " and "should describe ..." Are these subsections mandatory "must" provisions, or are they optional "should" provisions?

Response: They are mandatory provisions.

67. On page 25, Section 4.3.1.5 provides that "A Proposal must identify multilingual or bi-lingual staff that will be providing debt collection services." Does this mean that to be deemed a Responsible Law Firm, the Law Firm must have at least one multi-lingual or bi-lingual staff member? If so, will the Law Firm's proposal be automatically rejected if the Law Firm does not have at least one multi-lingual or bi-lingual staff member?

Response: The proposal must identify bilingual or multilingual staff that will be providing debt collection services, but a law firm will not automatically be eliminated from consideration if it does not have bilingual or multilingual staff that will be providing debt collection services.

68. On page 25, Section 4.3.1.6 provides: " ... based on Law Firm's experience collecting court debt in other jurisdictions." Does this mean that to be deemed a Responsible Law Firm, the Law Firm must have experience collecting court debt in other jurisdictions? If so, will the Law Firm's proposal be automatically rejected if the Law Firm does not have experience collecting court debt in other jurisdictions?

Response: A law firm will not automatically be eliminated from consideration if it does not have experience collecting delinquent court debt.

Table 1

52 Iowa Counties With Delinquent Court Debt to be Assigned to a Law Firm*

Dist.	County	Pop.	
1A	Dubuque	92,724	1
1A	Delaware	17,301	2
1A	Clayton	17,566	3
1A	Allamakee	14,538	4
1B	Howard	9,484	5
1B	Grundy	12,183	6
1B	Chickasaw	12,121	7
1B	Buchanan	21,032	8
2A	Worth	7,661	9
2A	Winnebago	10,901	10
2A	Mitchell	10,710	11
2A	Franklin	10,477	12
2A	Floyd	16,183	13
2A	Cerro Gordo	43,786	14
2A	Butler	14,644	15
2A	Bremer	23,690	16
2B	Wright	12,903	17
2B	Webster	38,517	18
2B	Humboldt	9,514	19
2B	Hardin	17,371	20
2B	Greene	9,293	21
2B	Calhoun	9,887	22
3A	O'Brien	13,952	23
3A	Clay	16,691	24
3B	Monona	8,966	25
4A	Shelby	12,131	26
4A	Page	15,664	27
4A	Montgomery	10,870	28
4A	Mills	15,113	29
4A	Audubon	6,033	30

Dist.	County	Pop.	
5A	Marion	32,571	31
5A	Madison	15,507	32
5A	Jasper	36,583	33
5A	Guthrie	10,956	34
5B	Union	12,261	35
5B	Clarke	9,032	36
5B	Adams	4,040	37
5B	Adair	7,506	38
6A	Tama	17,690	39
6A	Benton	26,532	40
7A	Muscatine	42,504	41
7A	Cedar	18,079	42
8A	Wapello	35,513	43
8A	Van Buren	7,676	44
8A	Poweshiek	18,590	45
8A	Monroe	7,577	46
8A	Mahaska	22,321	47
8A	Keokuk	10,697	48
8A	Davis	8,569	49
8A	Appanoose	12,850	50
8B	Lee	35,408	51
8B	Henry	20,213	52
52 Counties Pop.		944,581	**
State Total Pop.		3,002,555	

*The number of counties could change each yr; see SF2383, sec. 20, and Code sec. 602.8107(4).

** These 52 counties account for 31.5% of the state's population.

See Table 2 (next page) – a map of Iowa's Judicial Election Districts

Table 2

Iowa's 14 Judicial Election Districts

